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January 21, 2011

Mr. Dennis A. Pompa, TDI Fraud Unit
Attention Jack Hall – Mail Code 109-3A
P.O. Box 149336
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Copy¹: Ms. Patricia Lykos
Harris County District Attorney
Attention: Ms. Patricia Lycos
Criminal Courts Bldg. Ste 600
Houston, Texas 77002

Copy: Greg Abbott, Attorney General of Texas
Insurance Practices Section
P O Box 12548
Austin, Texas 78711-2548

Copy: Mr. Marvin Kelly, Exec. Director
TPCIGA
9120 Burnet Road
Austin, Texas 78758

Copy: Liquidator-HICIL
Attention: J. Christopher Marshall
New Hampshire Department of Justice
33 Capitol Street
Concord, N H 03301-6397

Copy: U.S. Department of Justice
Houston Division – FBI Field Office
Special Agent in Charge
1 Justice Park Drive
Houston, Texas 77092

Subject: (a) Further response to Fraud Unit September 8, 2010 letter – Fraud Reference # 2008-51415; (b) Bowles v. Bishop, et al, Cause No. 1995-43235, 151st Dist. Court, Houston; (c) Bowles vs. HICIL/ TPCIGA, Western District of Texas, Cause No. 1:08-W-808; (d) Bowles vs. Liquidator, Merrimack County. (NH) Superior Court, Disputed Claims Docket, # 2008-HICIL-41

Dear Sir:

I - Overview

1. I continue to provide information regarding your refusal to prosecute the blatant criminal insurance fraud perpetrated by the Liquidator and his agent TPCIGA to aid and abet George M. Bishop's scheme to escape accountability for his breach of contract and attorney malpractice for which I sued him in 1995 in the 151st District Court in Houston.

¹ Supporting exhibits to Fraud Unit only. Available on request.

2. Bishop's ability, and that of the judge of the court, to delay a trial on the merits had ended and a trial on the merits was scheduled in 2005. He had no defense counsel and had needed none because the court had protected him for years by rejecting my motions for summary judgment and refusing to sanction his discovery abuse.

3. That discovery abuse included his refusal to respond to all discovery requests for any insurance company policies in effect that would cover any prospective liability. This resulted in the legal conclusion that Bishop et al had no professional malpractice insurance coverage.

4. However, prior to trial in August 2005 the Houston law firm Marshall & McCracken ("M&M") suddenly made appearance, holding itself out to represent solely one entity in the list of defendants, Bishop, Peterson & Sharp, P.C. M&M requested compensation under the Texas Property and Casualty Insurance Guaranty Act, indicating they were acting in defense of an active and valid insurance contract.

5. I immediately made a discovery request for a copy of the indicated insurance contract, **which they refused to produce.**

6. M&M's Motion for Summary Judgment was soon entered and was granted in June 2006 in complete disregard of my own motions for summary judgment and sworn facts precluding summary judgment in favor of BPS.

7. After the June 2006 summary judgment was issued, M&M again refused to produce a policy and, instead, declared that my request was now a moot issue.

8. **Then, after a series of hot-tempered exchanges, in August 2006 I filed a Rule 12, T.R.C.P. Motion to Show Authority to challenge M&M's authority to appear as defense counsel without producing an insurance policy.** The rule states that all pleadings by an unauthorized counsel must be stricken unless a qualified counsel makes appearance. This Motion to Show Authority culminated in the exposure of Bishop's insurance fraud and the subsequent and continuing "circle the wagons" and cover up operation in the courts.

9. It was not until September 19, 2006 that M&M very grudgingly produced to my attorney a copy of a Home insurance contract claimed to be the one TPCIGA was defending. In the accompanying supplemental response to my Rule 12 motion M&M attorney John Marshall described my motion as a "desperate effort to rid himself of the summary judgment against him" It cited Article 21.28-C of the Texas Insurance Code and an affidavit from TPCIGA's Amber Walker as authority for counsel's appearance.

10. I, through my attorney, expressed my outrage on September 26, 2006 that TPCIGA and Home had committed fraud on the court by presenting a cancelled, invalid insurance policy (Home Policy No. LPL-F871578) as the basis for their employment of defense counsel to obtain dismissal of my \$10 million dollar legal malpractice lawsuit and my demand that the underlying litigation be reinstated for its never having been subjected to an appealable final judgment.

11. Judge Caroline Baker of the 151st Court, suborned by Bishop and totally biased against me, immediately issued her September 27, 2006 Order “finding” that defense counsel had “adequately shown” authority to represent BPS. **She never reviewed the policy.**

12. My response was to file suit against TPCIGA and Home Insurance in Liquidation in the Austin federal court. The defendants attempted to confine the litigation to Texas without the Liquidator’s involvement relying on two affidavits, one from TPCIGA official Amber A. Walker dated September 7, 2006 (attached as **EXHIBIT A**), and the other an affidavit by HICIL employee Ronald Barta in New York dated November 15, 2007 (attached as **EXHIBIT B**).

12A. Ms. Walker testified that TPCIGA made the decision to provide coverage of my lawsuit for BPS in October 2004, and that she was authorized to do so under Section 8(b) of the Texas Property and Casualty Insurance Guaranty Act. She stated that Home Insurance had defended the policy prior to insolvency by employing George M. Bishop, a former partner in the law firm, to represent the insured firm and the related insureds from January 1996 through August 2005.

12B. Mr. Barta, an agent of the Home Insurance Liquidator, gave sworn testimony that a BPS claim file was forwarded to TPCIGA after Home’s liquidation on June 13, 2003, and that it then had no further involvement in my malpractice lawsuit against BPS et al. He declared that Home had been involved in defending against my lawsuit in Texas from its inception, and that Article (n)(6) of the Order of Liquidation prohibited my acting to bring suit against Home other than by filing a Proof of Claim with the Liquidator.

13. I non-suited the federal suit and filed a Proof of Claim with the Liquidator on February 2, 2008, knowing I had no privity with respect to Home Policy No. LPL-F871578, thus I had no right to file such a claim. **Home Policy No. LPL-F871578 has no third-party beneficiaries – the policy provides benefits only to the primary insured persons named in the declarations, namely the shareholders of the law firm Bishop, Peterson & Sharp, P.C.**

14. The Liquidator refused to respond to the Proof of Claim, and I therefore refiled the federal lawsuit against HICIL and TPCIGA in Austin on October 28, 2008 claiming violation of

Section 37.09 of the Texas Penal Code in presenting a fraudulent document to the Texas court with the intent to affect the outcome of ongoing litigation. I pled for injunctive relief and rescission and charged conspiracy, fraud and tortious interference.

15. This resulted in the Liquidator (aka HICIL) again employing attorneys in Texas to defend the suit. They again invoked as their primary defense Article (n)(6) of the Order of Liquidation (see copy attached as **EXHIBIT C**) and raised the usual issues of federal jurisdiction, failure to state a claim and the Rooker-Feldman Doctrine.

16. I did not at the time I filed the federal lawsuit have the information I was able to obtain later by discovery in my disputed claim litigation in New Hampshire. The federal court refused to grant my motion for a temporary suspension of the proceeding to allow me to discover facts that had long been withheld from me. This discovery included the fact that BPS had been dissolved and ceased to exist in early 1993, thereby terminating the firm's right to compensation for services to me and terminating the firm's insurance coverage as well.

16A. The fact that neither I nor The Home Insurance Company were notified of the law firm's demise in the summer of 1993 is a clear showing of Bishop's intent to commit insurance fraud by claiming insurance coverage for George M. Bishop & Associates, under the BPS policy despite the fact that the policy specifically excluded insurance coverage of that solo law practice.

II – The Fraudulent Proceeding in New Hampshire

17. On November 13, 2008 the Liquidator finally issued his Notice of Determination rejecting my Proof of Claim, but not on the basis of my lack of privity to make a third-party claim against any Home policy, and not on the basis that the Order of Liquidation was violated by TPCIGA or HICIL officials. Instead, the Liquidator endorsed and supported TPCIGA's action in Texas, declaring that my claim was rendered moot by the *res judicata* effect of the September 2006 judgment by the Texas court dismissing my Rule 12 Motion to Show Authority.

18. I protested and filed a Disputed Claim notice that was placed on the Disputed Claims Docket of the Merrimack Superior Court. I demanded an Evidentiary Hearing, a move vigorously opposed by the Liquidator. TPCIGA was not joined in this proceeding before a Liquidator-appointed Referee.

19. The Liquidator's counsel in Boston directed this kangaroo court operation that lacked all semblance of due process and had a predetermined result. He shunted aside the dispute about the

Liquidator and TPCIGA having provided unauthorized insurance services to Bishop in Texas in violation of the Order of Liquidation. Instead, he claimed the Referee had authority to take judicial notice of the court proceedings in Texas and disallow my Proof of Claim based on *res judicata*.

20. My reaction to the fraudulent proceeding was to file of two Motions for Summary Judgment in June and November 2009: (a) one challenging the Referee's jurisdiction to rule on the Liquidator's allegations that TPCIGA was mandated by law to defend a "potential covered claim" purportedly filed with the Association; and (b) one centered on the genuine fact that the Order of Liquidation and the New Hampshire Insurance Code unequivocally prohibited the Liquidator and TPCIGA from intervening in the litigation in Texas in August 2005 to defend Home Policy No. LPL-F871578.

21. My Motions for Summary Judgment in New Hampshire brought the litigation in new Hampshire to a climax because the Referee and the Liquidator's counsel were required to take judicial notice of the Superior Court's June 13, 2003 Order of Liquidation. The Liquidator wholly refused to respond to my first motion. The amazing response to the second motion dated November 25, 2009 (attached as **EXHIBIT D**) is a total repudiation of the Superior Court's Order of Liquidation by the Liquidator.

22. As seen in **EXHIBIT D**, the Liquidator fraudulently declared that the Liquidation Order never abated the action in Texas on the quaint notion that my lawsuit was **not an action** "against the insurer". This argument wholly contradicts the affidavits by TPCIGA's Amber Walker and the Liquidator's agent Ronald Barta stating (a) that Home had contract with Bishop to defend the policy until the deductible was met, (b) that Home had received a claim against the policy, and (c) that Home "undertook" to provide a defense. The Liquidator's statement is also disproven by the fact that my Motion to Show Authority resulted in production of a void Home policy that was declared to be the policy that Home undertook to defend by and through TPCIGA.

23. Also in **EXHIBIT D** is the Liquidator's additional fraudulent statement that Article (e) of the Order of Liquidation had no bearing on Policy No. LPL-F871578. Article (e) states simply that, "The Liquidator shall cancel all in-force contracts of insurance and bonds effective as of 30 days after the date of this Order". In **EXHIBIT D** the Liquidator presented the fictitious argument that the coverage provided by the (admittedly) expired and void policy could continue after Home's liquidation. Thus, the Liquidator renounced the entire Order of Liquidation, including

Article (m), which prohibited Home officials and agents from proceeding with Home business after June 13, 2003.

24. The Referee simply disregarded my Motions for Summary Judgment and the fact that the Liquidator had renounced his obligations under the Order of Liquidation. An Order on the Merits was issued on January 5, 2010 (see attached **EXHIBIT E**) declaring that the dismissal of my Motion to Show Authority in my lawsuit in Texas was *res judicata* to my claim of insurance fraud by the Liquidator and TPCIGA in violation of Texas Penal Code Section 37.09. The issue of initiation and continuation of Home business after June 13, 2003 in violation of the Order of Liquidation does not appear anywhere in this tortured document.

25. A judge of the Superior Court made the Referee's Order a final judgment of the court over my objections that jurisdiction was lacking and that the entire proceeding was a kangaroo court operation that constituted criminal official oppression and abuse of official capacity.

26. However, by engaging in this charade in New Hampshire over a period of some 8 months, I discovered the many things that had been withheld from the civil and federal courts in Texas that reinforced my fraud charges and completely changed the circumstances under which the litigation in those courts was conducted.

27. The discovery documents were provided by the Liquidator, but obviously were out of TPCIGA files, showing that the Liquidator and TPCIGA were acting in concert against me in New Hampshire without TPCIGA's joinder as a party to the disputed claim proceeding. This destroyed the Liquidator's initial attempts to evade his liability by disassociating himself from the actions of his officials in New York and of TPCIGA in violation of the Order of Liquidation.

28. Thus:

- I discovered that Home Insurance Company had ceased insurance operations by a consent decree dated June 12, 1995 with the N.H. Insurance Commissioner that placed the company under the administration of Risk Enterprise Management, Ltd. ("REM"), a subsidiary of Zurich Insurance of Switzerland. I discovered that by January 1996 Home had no employees and was entirely represented by REM. (see page 2 of each of the documents attached as **EXHIBIT F**, 2-19-2010 Superior Court Order Re California Litigation and the 7-18-2003 Bengelsdorf affidavit).
- I obtained a copy of a letter to Home dated December 29, 1993 (attached as **EXHIBIT G**) from George M. Bishop & Associates in which its principal George M. Bishop stated

he was representing BPS since its dissolution “this past summer”. He requested coverage of a prospective lawsuit he expected me to file against BPS.

- Bishop’s “smoking gun” letter for the first time revealed that BPS had terminated its employment contract with me in the underlying litigation in the summer of 1993 without notice to me. It revealed to me that therefore BPS had no standing to bring a suit in intervention against me in the underlying litigation in 1994 to obtain contingency fees under the contract. This fraud netted BPS \$226,000 in funds due me that Bishop fraudulently suborned the 55th District Court to misappropriate to BPS in August 1996.
- **Bishop’s December 1993 letter to Home provided absolute proof that the purported claims I made against Bishop in November and December 1993 were not applicable to Home Policy No. LPL-F871578. This was because the insured entity, BPS, had been disbanded for months at the time. My purported claims of legal malpractice were therefore against services provided by George M. Bishop & Associates, the uninsured solo law practice of George M. Bishop. The policy plainly states that coverage “is limited to only those claims that are first made against the insured during the policy period”. Bishop produced no alleged malpractice claims by me against him dated prior to the dissolution of BPS “in the summer of 1993”.**
- **I did not know until discovery of the Bishop letter on June 30, 2009 that the BPS law firm was dissolved in the summer of 1993 and that, afterward, I was no longer represented by an insured law firm, but, instead, by an uninsured solo practitioner.**
- George M. Bishop’s December 29, 1993 “smoking gun” letter to Home stating that he represented BPS after the dissolution of the firm was directly and emphatically contradicted in a June 19, 2009 Motion for Summary Judgment (see attached **EXHIBIT H**) entered in Cause No. 1995-43235 in Texas by defendant David E. Sharp, who stated as follows:

“George Bishop represented Plaintiff as a Shareholder with Bishop, Peterson & Sharp, P.C., and after attorneys Bishop, Peterson and Sharp ceased practicing law together, continued representing Plaintiff with his new firm, George M. Bishop & Associates”.

- I obtained a letter of response to George M. Bishop from Mr. Oscar Allen in Houston dated January 10, 1994 stating he was setting up a file. He requested further information.
- I obtained two letter responses by George M. Bishop & Associates (Bishop) to Mr. Allen

dated January 17, 1994 and March 23, 1994 (attached as **EXHIBIT I**). These letters reference my dissatisfaction with services rendered by George M. Bishop & Associates regarding a receivership proceeding initiated on October 25, 1993 in which BPS was in no way involved (having been dissolved prior to October 25, 1993).

- I obtained a copy of a **January 16, 1996** letter (attached **EXHIBIT J**) from K. Charles Peterson to a Mr. Oscar Allen of Home Insurance in Houston transmitting a copy of my lawsuit to that purported Home employee. This was two years after Bishop's communication to Mr. Allen and almost five months after I filed the lawsuit. As stated in **EXHIBIT F**, by January 1996 all Home employees had been terminated. There were no employees authorized to review and construe the lawsuit as a covered claim against Policy No. LPL-F871578.

29. **The Insurance Fraud and Conspiracy of David E. Sharp**

- On January 17, 1996 David E. Sharp also sent to Mr. Allen a letter concerning my suit (attached as **EXHIBIT K**) in which he requested a discussion "**with the appropriate people so it (my lawsuit) can be handled in an appropriate manner at the least cost to all concerned, including the Home**".
- The 1996 letter by Sharp shows that Home never made a commitment to cover my lawsuit. In fact, based on his testimony in June 2009 (**EXHIBIT H**), Sharp knew in 1996 that the Exclusions Clause of Policy No. LPL-F871578 absolutely prohibited coverage because my lawsuit was a claim made, not against BPS, but against George M. Bishop & Associates, a business not listed in the policy's Declarations section.
- Knowing this, Sharp (as did Peterson) unsuccessfully attempted to suborn former employees of Home (now employed by Risk Enterprise Management) to grant coverage.
- Sharp (and Peterson) had a pecuniary motive to seek coverage because Bishop had fraudulently secured a judgment for BPS against me in 1994 in the underlying litigation in the 190th District Court on the basis that BPS had billed me with expenses through April 1993 valued at \$12,500 that I had refused to pay. Sharp apparently received a share of a \$226,000 settlement

negotiated with opposing attorney Grant Cook in the 55th District Court in August 1996.

- It was Sharp's strategy to refuse service of my legal malpractice lawsuit in early 1996. He voluntarily answered the suit in June 2009 in order to take advantage of TPCIGA's success in obtaining summary judgment dismissal of my malpractice action in June 2006 in defense of Home Policy No. LPL-F871578. His response to my suit included authority for reimbursement under the Texas Property and Casualty Insurance Guaranty Act. Thus, he litigated against me in 2009 falsely alleging that TPCIGA's August 2005 intervention in the lawsuit was proper and not in violation of Order of Liquidation or the terms of the policy. He knew at all times that the Home policy was absolutely inapplicable to cover my lawsuit and to provide individual malpractice insurance for him or Peterson or George Bishop & Associates as co-defendants with BPS.
- David E. Sharp was a full co-conspirator in the insurance fraud committed by TPCIGA in initiating a defense of Home Policy No. LPL-F871578 in August 2005 and in the felony crime of presenting a false document to the 151st District Court with intent that to affect the outcome of an official proceeding.

30. **Home Insurance Compliance with Texas Insurance Code re Settlement of Claims**

- Section 542.055 of Title 5, Subtitle C of the Texas Insurance Code is a statute that regulates the processing and settlement of first-party claims to be paid by the insurer directly to the insured or beneficiary. It requires that, within 30 days after an insurance company receives notice of a claim, the insurer must (1) acknowledge receipt, (2) commence an investigation, and (3) request all items, statements, and forms that the insurer believes, at the time, will be required from the claimant.
- I found that item (1) above was complied with by Home's Mr. Allen on January 10, 1996 by his response to Bishop.
- I found that, by opening a claim file with reservation of rights and with a request for more information, Home's Mr. Allen complied with items (2) and

(3) above.

- Section 542.056 of the Code requires insurers to notify a claimant in writing of the acceptance or rejection of a claim not later than 15 days after he receives all items, etc. required by the insurer to secure final proof of loss. If the insurer rejects the claim, the notice must state the reason for the rejection.
- If the insurer is unable to accept or reject a claim within 15 days, the insurer must notify the claimant of the need for additional time, after which an acceptance or rejection must issue within 45 days.
- **It is obvious that the Texas Insurance Code does not permit an insurance company to accept a request for coverage of a prospective future lawsuit that the insurer has no means of evaluating in detail as to the parties, the issues and dates of occurrence. An insurer's doing so would constitute an illegal breach of fiduciary duty. The duty to defend a policy is only triggered when the insured is sued and tenders a copy of the complaint to the insurer with a letter demanding a defense.**
- As stated above, Home Insurance never received a copy of the complaint (my lawsuit) until January 1996, which was more than six months after Home had ceased operations and was under a consent order whereby REM was in charge. REM had no authority to construe the lawsuit as a claim against Home Policy No. LPL-F871578. Even if it had such authority, it could only have issued a rejection based on the fact that BPS was only one of several defendants. BPS had not been severed as a party – this made the policy inapplicable by Section C, its Exclusions Clause.
- REM demonstrated its rejection of purported claims against Policy No. LPL-F871578 by its failure and refusal to provide defense counsel in the Texas litigation over the 8-year period (June 1995 to June 2003) that REM was in charge of settling runoff claims against Home Insurance.
- The Texas Property and Casualty Insurance Guaranty Act does not supersede the statutory provisions of the Texas Insurance Code. After Home was ordered to be liquidated in June 2003, TPCIGA could not represent itself as a qualified insurer in Texas and act to construe my lawsuit as a covered claim against a

Home policy. Neither Home nor REM had issued notices to Bishop, Peterson or Sharp pursuant to Chapter 542 of the Texas Insurance Code giving notice to secure a new carrier.

- I found that during my all my litigation with the Liquidator and TPCIGA, REM was never mentioned as having been Home's third party administrator (TPA) for eight years, from June 12, 1995 until June 13, 2003. This secrecy constituted fraud and obstruction of justice. It brought me the realization that the fraud to which I was subjected included REM and its parent company Zurich Insurance Limited.
- I recognized the futility of committing funds to challenge the unlimited financial resources available to the Liquidator and TPCIGA to secure justice in the civil courts, and that only criminal prosecution at a state or federal level could result in relief for me.
- I learned that TPCIGA acted criminally to provide insurance services to BPS in August 2005 by assuming the identity of Home Insurance Company, a company that ceased insurance operations in April 1995 and was liquidated on June 13, 2003. It acted with full awareness that all Home Insurance contracts were ordered permanently cancelled on that date, and that no person or entity had the power to resurrect and revive any insurance policy ever issued by The Home Insurance Company. That includes the Liquidator, TPCIGA, and all state and federal judges in Texas and New Hampshire. That this was actually attempted and legally approved was a felony crime in violation of the Texas Penal Code.

31. Everything about this insurance fraud was fictitious from its inception, all masterminded by well-connected felon George M. Bishop; a criminal cast in precisely the same mold as recently convicted Republican Party power broker Tom DeLay. Bishop's fall from grace as a Republican Party power broker did not diminish his ability to control the courts in Harris County staffed by Republican judges who continue to pay him homage.

32. The stark reality here is that the criminal fraud and conspiracy against me to steal my company, originally initiated on October 25, 1993 has now evolved into a 17-year chain conspiracy that includes judges, lawyers and other public servants in Texas and New Hampshire, federal and state. All were and are determined to cover up and legitimize (launder) this successful scheme to expropriate my property by declaring me a terrorist deserving of ostracism

from civil society without notice or trial.

III - Re the Federal Court's Dismissal Order

33. In that light, it is necessary to consider the Order of Dismissal issued by Federal Judge Sparks dated April 2, 2009. A copy is attached as **EXHIBIT L**.

34. The basis of dismissal of my action is laid out in the very first paragraph of the first section of the Order titled Factual Background. There the Order states that: "the facts of the case are convoluted and entirely impossible to extract from Bowles' pleadings alone. But the undisputed facts laid out by the Defendants indicate the story begins in New Hampshire where, on June 11, 2003, (actually June 13) Home Insurance Company ("Home"), a New Hampshire insurance company, was declared insolvent." The paragraph cites as grounds for dismissal **Article (n)(6) of the N.H. Superior Court's Order of Liquidation** by which "all persons are permanently enjoined from any act to collect, assess, or recover a claim against The Home other than by filing a Proof of Claim with the Liquidator" .

35. In this one paragraph the Court's Order condenses its 16-page dismissal into only a few words. These words are a prelude to the Court's rejection of my complaint of fraud and fiduciary mismanagement by the Liquidator and persons under his control, inclusive of HICIL officials and TPCIGA. The Court therein parroted the defendants' assertion that my lawsuit violated Article (n)(6) of the Order of Liquidation which the Court asserted had permanently enjoined me from challenging and seeking relief **in any courts** from defendant's alleged civil and criminal misconduct. The Court declared I could only seek relief through a Proof of Claim filing in the Superior Court in New Hampshire as mandated by the New Hampshire Insurance Code.

36. I categorically deny the applicability of Article (n)(6) and the statement that I could find relief in no forum other than one in New Hampshire in a proceeding controlled by the Liquidator who I had sued for complicity in a felony crime in Texas by the use of a false document with intent to affect the course and outcome of a judicial proceeding.

The Erroneous Recognition of Article (n)(6) of the Order of Liquidation as Controlling

37. Under the title Factual Background, the federal court's Dismissal Order takes judicial notice of Article (n)(6) of the Order of Liquidation as the predominant, overriding component of the New Hampshire court's order, declaring that all post-liquidation litigation against the

Liquidator or his agents is permanently enjoined, The Court thereby takes judicial notice of only one of the 28 Articles in the Order of Liquidation. It purposely ignores Articles (e), (j), (k) and (m) that precede Article (n) whereby:

(1) all Home insurance policies were cancelled effective July 13, 2003 and all actions and proceedings against the company were abated, and

(2) whereby initiation of post-liquidation litigation to defend former Home insurance policies by the Liquidator or his agents without leave of court was prohibited.

38. These Articles clearly take precedence over and negate the applicability of Article (n)(6) with respect to my case.

39. **The arrogance of the Court's statement in the Order of Dismissal (that Article (n)(6) enjoined me from bringing suit in the federal court) comes into focus upon considering that the Court clearly disregards Article (o) of the Order of Liquidation. That article mandates the Court take judicial notice of the entire Order of Liquidation and exercise jurisdiction to aid the Court to carry out its terms. Article (o) reads as follows:**

The (Superior) Court hereby seeks and requests the aid and recognition of any Court or administrative body of any State or Territory of the United States and any Federal Court or administrative body of the United States . . . to act in aid of and to be complementary to this Court in carrying out the terms of the Order.

40. This provision in the Liquidation Order absolutely belies the assertion that Article (n)(6) applies. It also makes moot the statement on page 11 of the Dismissal Order that: "Bowles is not prevented from obtaining relief against HICIL under the Order of Liquidation; he simply has to do it through the liquidation process in New Hampshire".

41. Article (o) expressly authorizes the federal court to exercise jurisdiction of my complaint of defendants' violation of the Order of Liquidation. The Court was specifically authorized to rule, if not on my request for injunctive relief or on my tort and other causes of action, then by acting as a court of equity to apply equitable estoppel as a bar to TPCIGA's intervention in my lawsuit in Texas in August 2005. This, at minimum, would have forced rescission and cured the inequity of my ordeal in litigating against the insurance departments of two states, Texas and New Hampshire, as well as the giant international insurance company, Zurich.

42. The Dismissal Order ignores the fact that the Superior Court had no jurisdiction over me, an individual with no insurable interest in an active claim against Home on June 13, 2003. It